

01/27/15

1-800-727-7000

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)

SHAWN T SHORT

17620 INVERMERE AVENUE
CLEVELAND OH 44128
CUYAHOGA COUNTY

CREDITOR (Seller Name and Address)

LIBERTY FORD, INC.
5500 WARRENSVILLE CTR RD
MAPLE HTS, OH 44137
CUYAHOGA

www.fordcredit.com

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Sale Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used Mileage Year and Make Model Vehicle Identification Number Use For Which Purchased

USED 33914 2014 FORD FUSION 3FA6P0H77ER112735

Trade-In Year and Make Gross Allowance Amount Owning

Trade-In N/A Year and Make N/A Gross Allowance N/A Amount Owning N/A

ITEMIZATION OF AMOUNT FINANCED

1. Cash Sale Price \$ 16728.00 (1)

2. Down Payment

Third Party Rebate Assigned to Creditor \$ N/A

Cash Down Payment \$ 1000.00

N/A \$ N/A

Trade-In (description above) \$ N/A

Total Down Payment \$ 1000.00 (2)

3. Unpaid Balance of Cash Sale Price (1 minus 2) \$ 15728.00 (3)

4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)

To Public Officials

(i) for license, title & registration fees \$ 33.50

(ii) for official fees \$ N/A

(iii) for taxes (not in Cash Sale Price) \$ 1809.44 \$ 1842.94

To Insurance Companies for:

Credit Life Insurance \$ N/A

Credit Disability Insurance \$ N/A

N/A \$ N/A

N/A \$ N/A

To LIBERTY FORD, INC. for DOCUMENTATION FEE \$ 250.00

To PERMANENT CARE for EXT. SERVICE CONT \$ 2575.00

To GAP COVERAGE for GAP PROT \$ 800.00

To N/A for N/A \$ N/A

To N/A for N/A \$ N/A

To N/A for N/A \$ N/A

To N/A for N/A \$ N/A

To N/A for N/A \$ N/A

To N/A for N/A \$ N/A

Total \$ 5467.94 (4)

5. Amount Financed (3 plus 4) \$ 23460.94 (5)

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate . 9.99 %

FINANCE CHARGE The dollar amount the credit will cost you 7954.10

Amount Financed The amount of credit provided to you or on your behalf 23460.94

Total of Payments The amount you will have paid when you have made all scheduled payments 31415.04

Total Sale Price The total cost of your purchase on credit, including your downpayment 32415.04

Your Payment Schedule will be:

Number of Payments Amount of Payments When Payments are Due

72 436.32 starting 03/13/15

XX Monthly ☐ Semi-Annually ☐ Annually

Prepayment: If you pay off your debt early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 7.5 percent of the late amount or \$50.00, whichever is less.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

BALLOON CONTRACT PROVISIONS

☐ Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B, you must pay the Creditor \$0.00 per mile for each mile in excess of N/A miles shown on the odometer.

Anti-Theft Product (Optional)

☐ If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

\$ N/A Term N/A

\$ N/A Term N/A

\$ N/A Term N/A

Buyer Signs X

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer Signs Co-Buyer Signs

LIMITED RIGHT TO CANCEL

By signing below, the Buyer and Co-buyer agree that the section on the back of this contract entitled "Limited Right to Cancel" will apply. The limited right to cancel this contract will end when Seller assigns this contract to a financial institution or within N/A days, whichever occurs first.

Buyer Co-Buyer

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract that you sign.

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

Buyer Signs Co-Buyer Signs

LIBERTY FORD, INC. By X Title

THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

ASSIGNMENT

Seller may transfer this contract to a financial institution or to a person who has all Seller's rights, privileges, and remedies. By signing below, the Seller assigns this contract to

Assignee about this contract, call or visit their website at

LIBERTY FORD, INC. By X Title

FC 17634-SI (FEB 14) (Previous editions may NOT be used.) SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

EXHIBIT
A

A. Payments: You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple finance charge contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Balloon Payment Contracts: If your last installment payment under this contract is a balloon payment as indicated on the front of the contract, you may handle the last installment payment in one of three ways. First, you may pay all that you owe when the last installment payment is due and keep your motor vehicle.

Second, you may refinance the last installment payment unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back the Creditor before the refinancing. You also must provide proof of insurance acceptable to Creditor before the refinancing. The Annual Percentage Rate (APR) for the refinancing will be the lower of the APR contained in this contract or the maximum APR permitted by law. The refinanced monthly payment shall be the same as in this contract. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. If you wish to refinance, you must notify the Creditor in writing. Except as discussed in this section, the notice must be received no later than 30 days prior to the due date of the last installment payment.

Third, you may sell the vehicle to the Creditor for an amount equal to the last installment payment. You must pay to the Creditor any other amount owed under this contract. Amounts you owe will be based, in part, on the vehicle's mileage. You also must pay to the Creditor the estimated costs of all repairs to the vehicle that are the result of excess wear and use, as set forth below. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the last installment payment due date. After the inspection, if you decide to sell the vehicle to the Creditor, you must give the vehicle to the Creditor no later than the last installment payment due date. At that time, you must also give the Creditor a title, which shows no liens other than the Creditor's lien, transferring ownership to the Creditor or a person selected by the Creditor. After the inspection, if you decide not to sell vehicle to the Creditor, you must immediately contact the Creditor and inform the Creditor whether you want to refinance the last installment payment.

C. Damage Repair: If your last installment payment under this contract is a balloon payment and you sell the vehicle back to the Creditor under Paragraph B, you are responsible for repairs of all damage to the vehicle that are not the result of normal wear and use. These repairs include, but are not limited to, those necessary to:

- replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread;
- repair all mechanical defects;
- repair or replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all broken or burned out lights; all electronic malfunctions; all interior rips, stains, burns or worn areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

If you have not made the repairs before inspection of the vehicle under Paragraph B, you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to the Creditor. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to the Creditor.

D. Security Interest: You give the Creditor a security interest in:

- The vehicle and all parts or other goods put on the vehicle;
- All money or goods received for the vehicle; and
- All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

E. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.

F. Vehicle Insurance: You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.

You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

G. Returned Insurance Premiums and Service Contract Charges: This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

H. Returned Check Charge: You agree to pay a returned check charge of \$20.00 for each check, draft, or other order of payment that is dishonored for any reason.

I. Default: You will be in default if:

- You do not make a payment when it is due; or
- You gave false or misleading information on your credit application relating to this contract; or
- Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
- You file a bankruptcy petition or one is filed against you; or
- You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

J. Repossession: If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. Creditor may repossess (take back) the vehicle, too. Creditor may also take goods found on the vehicle when repossessed and hold them for you.

K. Your Right To Redeem: If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (buy back) the vehicle and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

L. Disposition of Motor Vehicle: If the vehicle is taken back and sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on the contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

M. Collection Costs: Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees and other legal expenses.

N. Consumer Reports: You authorize the Assignee listed on the front of this contract to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

O. Servicing and Collection: You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.

P. Applicable Law: You agree that this contract will be governed by the laws of the state of Ohio.

Q. General: This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way. If the last installment payment under this contract is a balloon payment, Assignee has assigned to OI Exchange, in its capacity as Assignee's qualified intermediary, its rights (but not its obligations) with respect to the purchase and sale of this vehicle.

Buyer acknowledges and accepts assignment of this contract to the Assignee (and any successor to Assignee). Buyer also consents to any subsequent assignment of this contract, and accepts this provision as notice of any such assignment, by Assignee or anyone else without further notice to Buyer. This consent and notice specifically includes any assignment of the security interest in the vehicle financed pursuant to this contract.

FTC NOTICES

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.*

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

Spanish Translation: Guía para compradores de vehículos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

Limited Right to Cancel

- You understand that Seller is delivering the vehicle to you on the date this contract is signed even though the Seller may still need to verify your credit and assign this contract to a financial institution. You agree that Seller has the number of days stated on the front of this contract to identify a financial institution that will accept this contract and assign it to that financial institution. If Seller cannot identify a financial institution that will accept this contract on terms acceptable to the Seller within the number of days stated on the front of this contract, either you or Seller may cancel this contract.
- Seller will notify you if Seller elects to cancel this contract under paragraph (a). Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as you bought it except for reasonable wear and tear. If you do not return the vehicle immediately, Seller may obtain it using any available legal remedies and you will be liable for all expenses related to retaking the vehicle. You may cancel this contract under paragraph (a) only by returning the vehicle to Seller in the same condition as you bought it except for reasonable wear and tear. Upon return of the vehicle, Seller must give back to you all consideration you provided to Seller for the purchase of the vehicle. You will have the option of paying the remaining balance to purchase the vehicle or negotiating new financing terms with Seller.
- The terms of this contract are in full force while the vehicle is in your possession. You agree to maintain the insurance required by this contract and are responsible for any loss or damage to the vehicle. You agree to pay Seller the cost of any damage to the vehicle while in your possession and to hold Seller harmless from any expenses, costs and fees arising out of any act pertaining to the operation of the vehicle while it is in your possession.
- Nothing in this section gives you the right to cancel this contract for reasons unrelated to our assignment of this contract. The terms of this limited right to cancel will survive cancellation of this contract.

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is due on this contract, each person who signs as a guarantor will sign when asked. Each Guarantor who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. Each Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor _____ Address _____
Guarantor _____ Address _____

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either You or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court. Claims include: 1) Claims in contract; 2) Claims in tort, regardless of whether the claim is otherwise; 3) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue; 4) Claims between You and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either You or we choose to arbitrate a Claim, then You and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, You and we will continue to have the following rights, without waiving this arbitration provision as to any claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle without filing a lawsuit in court; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court review whether the arbitrator exceeded its authority; and 5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08045 (www.adr.org), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. We will pay your total reasonable arbitration filing, administration, service or case management fee and your arbitrator or hearing fee (collectively "Filing Fee") in excess of \$200.00. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. We will pay the whole Filing Fee if we demand arbitration. If you demand arbitration, the portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. Except, however, if a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. Notwithstanding any other provision of this arbitration provision, the validity and enforceability of the waiver of class action rights shall be decided by the court and not by the arbitrator.